

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR  
ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS  
SPECIFICATION NO. 03-157**

The City of Lincoln, Nebraska intends to purchase or lease purchase and invites you to submit a sealed  
bid for:

**ONE (1) VIDEO DISPLAY BOARD  
FOR  
PERSHING AUDITORIUM**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, June 11, 2003**, in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

# **VIDEO DISPLAY BOARD SPECIFICATION/TECHNICAL REQUIREMENTS**

## **1. INTENT OF SPECIFICATIONS**

- 1.1 It is the intent of these specifications to clearly describe the furnishing and delivery to the City of Lincoln, a complete Video Display Board equipped as specified herein.
- 1.2 The primary objective of these specifications is to obtain the most acceptable Video Display Board for service at Pershing Auditorium.
- 1.3 These specifications may cover specific requirements as to the type of construction and tests the Video Display Boards must conform, together with certain details as to finish, material preferences, equipment and appliances with which the successful bidder must conform.
- 1.4 The Video Display Boards furnished under these specifications shall be new 2003 of the latest improved model in current production as offered to the Video Display Board industry.
- 1.5 The descriptions of the module type, materials, exterior and interior arrangement of compartments described in the following acceptable make, model and manufactures:
  - 1.5.1 Daktronics, Inc., ProStar
  - 1.5.2 Opto Tech Corp.
  - 1.5.3 Saco, Smartvision
  - 1.5.4 Mitsubishi Electronic, Diamond Vision
- 1.6 Any example shown above is listed to show the type, class and quality of the Video Display Board desired.
- 1.7 Bidders are cautioned to read the specifications carefully; the specifications may include special requirements not commonly offered by the manufacturer.
- 1.8 Do not assume your standard units meets all detailed specifications merely because it is listed
- 1.9 Construction must be heavy duty and ample safety factors
- 1.10 The construction method employed will be in such a manner as to allow ready removal of any component for service or repair.
- 1.11 The City reserves the right to accept or reject any or all deviations or to accept or reject any or all alternate bids.

## **2. BIDDING PROCEDURE**

- 2.1 Minor changes or deviations from these specifications, as long as these minimum requirements are not violated will be considered at the sole discretion of the City of Lincoln.
  - 2.1.1 Deviations from specifications shall be itemized on bidder's letterhead attached to the proposal form, and shall reference the specific section of the specification for which exception is taken.
- 2.2 Bidder shall furnish satisfactory evidence of their ability to design, engineer and construct the Video Display Board specified and shall state the location of the factory producing the Video Display Board.
- 2.3 Bidder shall also substantiate that they are in a position to render prompt and proper service and to furnish replacement parts for the Video Display Board.
- 2.4 Each bid must be accompanied by a set of detailed contractor's specifications.
  - 2.4.1 Detailed specifications must be in the same sequence as the advertise specifications for ease of comparison.
  - 2.4.2 Detailed specifications shall include size, location, type and model of all component parts being furnished.

### **3. PRICE PROPOSAL**

- 3.1 Each bidder's proposal must include all items required in the specifications unless a specific exception is taken.
- 3.2 Each bidders proposal shall also include the total purchase price for the Video Display Board, the total price as well as lease/purchase payment schedule noting the lease rate factor, interest rate and specific details of the lease/purchase.

### **4. VIDEO DISPLAY SYSTEM:**

- 4.1 One each (1) Indoor Virtual 16mm Display Board , 9' x 10' or 9' x 12' (nominal display area) LED video board
- 4.2 All necessary software and hardware to run video/computer graphics.
- 4.3 Input sources to include but not be limited to VHS, DVD, computer/laptop, and CATV
- 4.4 Ability to window a section for multiple video/graphics displays simultaneously including a running message line.
- 4.5 Front access service for all components of LED boards.
- 4.6 All Necessary Controllers
- 4.7 All Necessary Signal Cable

### **5 GENERAL DESCRIPTION**

- 5.1 The Contractor shall be responsible for the delivery and setup of the Board.
  - 5.1.1 The display unit shall be on wheels for portability.
- 5.2 Pricing for new complete installed system including all **general, mechanical, and electrical work** must be included in the bid.
- 5.3 The Contractor shall be responsible for providing all display equipment.
- 5.4 Contractor shall be responsible for installation of all display components and for electrical and data distribution and termination.
- 5.5 All equipment shall be designed, manufactured, and installed on a carrying system large enough to support it and for ease of maintenance with the safety of maintenance personnel in mind.
- 5.6 All display components shall be designed to require a minimum of specialized tools and/or equipment for service/maintenance of the equipment.

### **6. VIDEO TECHNICAL SPECIFICATIONS**

- 6.1 The displays proposed must exhibit the following properties as a minimum of performance.
  - 6.1.1 An image of sufficient brightness, color quality and resolution to provide a high quality viewing experience for patrons at any location within the aforementioned room at any time, day or night as the room currently exists.
  - 6.1.2 Display's intensity shall be appropriately adjustable.
    - 6.1.2.1 Adjustment methods shall be manual and automatic with a sufficient range to accommodate the needs of the room.
  - 6.1.3 Color temperature shall remain constant across specified horizontal and vertical viewing angles.
  - 6.1.4 Adjoining modules to exhibit not more than 4% variation of color temperature and intensity.
    - 6.1.4.1 Entire display must exhibit less than 10% variation across horizontal and vertical extents.
    - 6.1.4.2 Uniformity requirements to apply across specified horizontal and vertical viewing angles.
  - 6.1.5 Ideally, 170 (+or – 85 ) horizontal viewing angle.
  - 6.1.6 Ideally, 170 (+ or - 85 ) vertical viewing angle.
  - 6.1.7 Required video inputs:
    - 6.1.7.1 NTSC Video input standard
    - 6.1.7.2 VGA (640 x 480)
    - 6.1.7.3 SVGA (1024 x 768)
    - 6.1.7.4 Digital TV (SDI or HDTV)

## **7. CONTROL**

- 7.1 The control systems for the overall display project shall include one (1) video display controller, graphics controller workstation, and one (1) remote power controller.
- 7.2 A list of all controllers, as well as their overall dimensions shall be supplied with the proposal.
- 7.3 Upon award of contracts, it will be the Contractor's responsibility to coordinate the equipment layout within the control area to ensure easy access and functionality.
- 7.4 Contractor shall be responsible for the provision and distribution of data cable from the control area to each display component.
- 7.5 Proposal should also include a **complete** description of all video/graphics control equipment and sequence of operation.
  - 7.5.1 This includes a detailed description of all computer equipment provided and how each aspect of the control system functions in relation to other portions of the control system.

## **8. GRAPHICS/VIDEO CONTROL**

- 8.1 Control System for the video display shall include video screen controller.
- 8.2 The primary purpose of the video display control system is for displaying video signals from VCR/DVD/CATV, computer generated graphics, internet webpages, scrolling text, and for specific control and diagnostic testing of the video screens.
- 8.3 The video control system shall provide the capability to turn the displays on and off as well as adjust intensity and contrast.
- 8.4 The control system must be capable of accepting standard NTSC and SDTV video signal from the video production equipment and immediately display the signal on the video display.
- 8.5 All video production and editing shall occur off site, therefore, production /editing equipment is not part of this Bid.
- 8.6 Ideally, all system controls will be accessible via a web interface from anywhere on our network with appropriate security restrictions.
- 8.7 The video display control equipment proposed must exhibit the following properties as a minimum of performance:
  - 8.7.1 Video input control must include gamma correction to ensure accurate color rendering
  - 8.7.2 High quality processing of the video input signal
  - 8.7.3 Graphics controller workstation
  - 8.7.4 Remote diagnostics
- 8.8 The graphics system will provide full multiple-view control of placement and positioning of multiple video sources over entire display surface.
- 8.9 Remote Power Control
  - 8.9.1 Remote power control will turn power off/on to all listed display equipment.
- 8.10 Contractor shall be responsible for the provision, installation, and functional connection of the control equipment.

## **9. SERVICES-INSTALLATION**

- 9.1 Unit shall be delivered on or before July 7, 2003.
  - 9.1.1 If unable to delivery unit as per 9.1, a loaner unit shall be supplied.
- 9.2 The following section describes the Contractor's installation, maintenance and delivery responsibilities and shall establish project guidelines for quality control, warranties and service.
  - 9.2.1 All work described in this section shall be assigned to the Contractor as part of the project Scope-of-Work, unless specifically noted otherwise.
- 9.3 Structure (primary and secondary) required to support the video board and any other related work shall be the responsibility of the Contractor to provide and install the video display on wheels so as it movability and shall be of a structure specialized for the support of the specific display component.

- 9.4 The Contractor shall deliver to the site all system components and related materials at its own expense.
  - 9.4.1 The Contractor shall completely unload, uncrate, assemble, transport each component to its desired location for installation and install the system on-site in accordance with the scheduling of Pershing Auditorium and on site regulations.
  - 9.4.2 The Contractor will be responsible for the removal and disposal of all packaging materials, scrap, debris and construction waste generated by all portions of its work.
  - 9.4.3 Any temporary on-site storage of equipment or tools will be the responsibility of the Contractor, and must be coordinated with the Pershing Auditorium.

## **10. UL CERTIFICATION**

- 10.1 All electrical equipment provided in response to this Bid must be Underwriters Laboratories (or equivalent) certified.
- 10.2 Any equipment not certified as such shall require on site certification by an UL inspector, performance of which shall be the responsibility of the Contractor.

## **11. PRIMARY POWER**

- 11.1 Primary power to the display location will be provided by others.
- 11.2 The Contractor will be responsible for power distribution within the display enclosure to each necessary display cabinet.
- 11.3 The Contractor shall be responsible for termination and final connection of power to the video display modules.
- 11.4 An electrical riser diagram detailing display power requirements shall be submitted as part of the response to this Bid.
- 11.5 Firms shall coordinate with Pershing to determine the location of the closest panel with power available for the displays.
- 11.6 The Contractor shall perform all final power connections to the displays.
- 11.7 The electrical design and engineering of all branch circuits by the Contractor must comply with all federal, state and local governing codes.
- 11.8 Electrical permits will be required.

## **12. INSTALLATION**

- 12.1 Contractor shall be responsible for the provision and installation of any and all support structure required to mount the video display to structure that is movable.
- 12.2 Contractor shall provide all equipment, tools, and labor required to lift all equipment to their required positions, and to secure the equipment to the movable structure.  
Pershing will provide Chain climber motors to hang the board.  
Contractor shall give necessary information as to type of support structure needed to hang the unit.

## **13. SIGNAL/DATA DISTRIBUTION**

- 13.1 Contractor shall provide, install, terminate and perform final connection of all necessary data/control cables for quick connection and disconnection of the display components supplied in response to this Bid.
- 13.2 All cables must be routed from the specified control on the display component.

## **14. MANUFACTURING /INSTALLATION STANDARDS**

- 14.1 Proper industry standards and approved connectors and terminators shall be used at all times.
- 14.2 Wire routing will be through approved wire ways when required or be harnessed to provide a neat, safe and secure installation, which prevents physical damage to equipment or operators.
- 14.3 Secondary support frame finishes shall be of a quality that minimizes fading or oxidation.

- 14.4 All welds must be field tested by an independent testing agency prior to painting.
- 14.5 The Contractor shall coordinate all welding/installation with Pershing staff prior to any work being performed on-site.
  - 14.5.1 All welds must be ground after welding, primed and painted to match the support finish.

**15. START UP OPERATIONS**

- 15.1 Contractor will be required to demonstrate the full capabilities of the video display and verify conformance to contractual specifications.
- 15.2 The Contractor will be required to provide all necessary test equipment for acceptance testing.
- 15.3 Confirmation will be required of, but not limited to the following functions: operation of each major system component, control functionality, diagnostic capabilities, screen brightness, color temperature, gamma correction, viewing angles and uniformity of brightness and color across the display.
- 15.4 This specification along with any other construction documents are for reference only.

**16. SUBMITTALS**

- 16.1 All proposals shall contain the detailed descriptions and specification as required by this Bid.
- 16.2 Upon contract award, the Contractor shall be required to provide submittals as directed by the City or its agents.
- 16.3 All structural drawings must be stamped by a certified engineer registered in the State of Nebraska.
- 16.4 The following required submittals will be defined by guidelines established by the City and shall include but not be limited to:
  - 16.4.1 Product Data Specifications
  - 16.4.2 If any Fabrication Shop Drawings
  - 16.4.3 Structural Support Drawings
  - 16.4.4 Installation /Attachment/Shop Drawings
  - 16.4.5 Location/Layout Shop Drawings
  - 16.4.6 Electrical/Data Cabling Diagrams
  - 16.4.7 Component Weight and Power Calculations
  - 16.4.8 Color Samples
  - 16.4.9 Operation/Maintenance Manuals

**17. WARRANTY AND SERVICE**

- 17.1 All proposals shall include a parts and labor warranty on all proposed equipment for at least one (1) year from the date of acceptance of the system.
- 17.2 Submitters shall provide an annual maintenance quote for both a parts only and a parts and labor warranty for a five (5) year term beyond the initial warranty period.

**18. SPARE PARTS**

- 18.1 Contractor will be required to provide an on-site supply of spare parts, which will ensure the timely repair of component failures.
- 18.2 Submitters shall submit a list of spare parts that will be provided with each display component.
  - 18.2.1 Additional spare parts, either under system warranty or ordered by the facility, must be delivered to the facility within twenty-four hours of order if so requested.

**19. OPERATOR AND MAINTENANCE TRAINING**

- 19.1 On-site technician for a minimum of one (1) non-event days following complete system installation, to conduct on-site customer training for basic maintenance procedures and preventative maintenance operations of all system components.

## **20. MAINTENANCE SERVICE**

- 20.1 Service accessibility for all components of the video display shall be readily accessible for quick plug in.
- 20.2 The display is to be mounted on a carrying system, and shall be housed in a completely self-contained cabinet.
- 20.3 A proposed maintenance program with list of recommended spare parts shall be part of the Bidders proposal along with associated costs.
- 20.4 Proposal shall include detailed information regarding service accessibility of all display components.
- 20.5 Fans, if required, shall be mounted in cabinet so as to minimize the overall depth of the cabinet.
  - 20.5.1 Fans shall be as low noise as possible.
- 20.6 The lighting elements shall be serviceable from the front of the displays.
- 20.7 Provide ventilation requirements as part of your proposal.

## **21. ACCEPTANCE**

- 21.1 The following items must be completed and signed off by an appropriate City official before the City will deem the system "Accepted"
- 21.2 Brightness and uniformity shall be demonstrated to meet the requirements for the room.
  - 21.2.1 If the demonstration exhibits the display in noncompliance with the requirements, it will be the responsibility of the Contractor to make the necessary adjustments to the display so certification may be achieved.
  - 21.2.2 The Contractor shall not pass any additional costs associated with acceptance on to the City
  - 21.2.3 Functionality of the displays' control system, as specified, shall be demonstrated.
  - 21.2.4 Any miscellaneous piece of equipment must be demonstrated to be functional per City request at the time of acceptance.
- 21.3 Acceptance tests of the system shall occur after the system has been installed, and all work completed on the video structure, and system is operational and functioning properly.

## **22. QUALITY ASSURANCE**

- 22.1 Manufacturer's shall have at least three (3) years experience in the production of specified products.
- 22.2 Installer's firm shall have at least three (3) years experience with equipment and systems of the specified types, and shall have experience with comparable scale projects within the last three years.
- 22.3 A minimum of three (3) references/installations where the video manufacturer has installed video systems of similar size and complexity are requested with the bid.
- 22.4 References of similar projects should include: name of firm, contact person, address, telephone number, and install date.
- 22.5 Proposals should indicate the client installations for which they have provided equipment and installation.
- 22.6 Manufacturer's installations, which were installed by others, may be included as supplemental information.
  - 22.6.1 Failure by the Bidder to include references with their proposal may result in their bid being disqualified.
- 22.7 Proposals shall also include the names, titles of those individuals (along with their years of relative project experience) that will be assigned to the project with the authority levels necessary for the attainment of the goals as identified in this document.

## **23. GRAPHICS/VIDEO CONTROL**

- 23.1 Control System for the video display shall include video screen controller.
- 23.2 The primary purpose of the video display control system is for displaying video signals from VCR/DVD/CATV, computer generated graphics, internet webpages, scrolling text, and for specific control and diagnostic testing of the video screens.
- 23.3 The video control system shall provide the capability to turn the displays on and off as well as adjust intensity and contrast.
- 23.4 The control system must be capable of accepting standard NTSC and SDTV video signal from the video production equipment and immediately display the signal on the video display.
  - 23.4.1 Ideally, all system controls will be accessible via a web interface from anywhere with appropriate security restrictions.
  - 23.4.2 The video display control equipment proposed must exhibit the following properties as a minimum of performance:
  - 23.4.3 Video input control must include gamma correction to ensure accurate color rendering
  - 23.4.4 High quality processing of the video input signal
  - 23.4.5 Graphics controller workstation
  - 23.4.6 Remote diagnostics
- 23.5 The graphics system will provide full multiple-view control of placement and positioning of multiple video sources over entire display surface.
- 23.6 Remote power control will turn power off/on to all listed display equipment.
  - 23.6.1 Controller shall be located in the plans.
  - 23.6.2 Contractor shall be responsible for the provision, installation, and functional connection of the control equipment.

## **24. SERVICES-INSTALLATION**

- 24.1 The following section describes the Contractor's installation, maintenance and delivery responsibilities and shall establish project guidelines for quality control, warranties and service.
- 24.2 All work described in this section shall be assigned to the Contractor as part of the project Scope-of-Work, unless specifically noted otherwise.
- 24.3 Structure (primary and secondary) required to support the video board on a movable platform and any other related work shall be the responsibility of the Contractor to provide and install.
  - 24.3.1 "Primary Structure" shall be defined as main structural supports.
  - 24.3.2 "Secondary Structure" shall be defined to mean any supporting structure for a display component that is structure specialized for the support of the specific display component.

## **25. LEASE PURCHASE OPTION**

- 25.1 Lease-purchase financing proposal shall be originated by the bidder of the Video Display Board.
- 25.2 Third party leasing will not be considered by the City of Lincoln and will render the bid non-responsive.
- 25.3 Sample Lease Agreement and an amortization schedule shall be provided with the vendor's Video Display Board proposal.
- 25.4 Bidders shall indicate rates for 3, 5, and 7 year lease terms.
  - 25.4.1 Bidders are to detail the payment terms for the Video Display Board on the bidder's proposal page, first payment shall be due one year in the arrears.
  - 25.4.2 Any required prepayments or progress payments must be explained in detail.
  - 25.4.3 Should the City desire to pay off the lease before the full term of the lease there will be no penalties applied .
- 25.5 Interest rates shall remain fixed for the term of the lease.
- 25.6 Interest rates and terms shall be one of the criteria for award of this contract.
- 25.7 The City reserves the right to arrange it's own leasing plan and to award the bid based on unit price bid.



**PROPOSAL**  
**SPECIFICATION NO. 03-157**  
**Video Display Board**

**BID OPENING TIME: 12:00 NOON**  
**DATE: June 11, 2003**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_ through \_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. all addenda shall become part of the final contract document.

**BIDDING SCHEDULE**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
1.	Video Display Board	1 ea.	\$ _____	\$ _____
	MFG. _____ MODEL _____			
	New unit to be delivered by 07/07/03		Yes _____	No _____
2.	Five year maintenance		\$ _____	\$ _____
3.	<b>LEASE-PURCHASE OPTION</b>			
	<b><u>NOTE:</u></b>			
	<b>1. Disclosure Statements and Sample Lease Agreements Must Accompany Your Proposal.</b>			
	<b>2. Payment Schedule: Indicate Semi-annual or Annual Payments</b>			
			<b><u>PAYMENT SCHEDULE</u></b>	<b><u>PAYMENT AMOUNT</u></b>
3.1	Three (3) Year Lease-Purchase		_____	\$ _____
3.2	Five (5) Year Lease-Purchase		_____	_____
3.3	Seven (7) Year Lease-Purchase		_____	_____

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

# SEALED BID FOR SPEC. 03-157 Video Display Board

**BID SECURITY REQUIRED:** \_\_\_\_\_ YES  
                                     X        NO

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE:  
SEALED BID FOR SPEC. 03-157**

**COMPANY NAME**

**BY (Signature)**

**STREET ADDRESS or P.O. BOX**

**(Print Name)**

CITY, STATE                      ZIP CODE

**(Title)**

**TELEPHONE No.**      **FAX No.**

**(Date)**

**EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER**

### ESTIMATED DELIVERY DAYS

### E-MAIL ADDRESS

## TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: <http://www.ci.lincoln.ne.us/city/finance/purch/specindx.htm>

# INSTRUCTIONS TO BIDDERS

## CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
  - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

### **4. DATA PRIVACY**

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

### **5. BIDDER'S REPRESENTATION**

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

### **6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

## **7. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

## **8. ADDENDA**

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **9. ANTI-LOBBYING PROVISION**

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

## **10. BRAND NAMES**

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

## **11. DEMONSTRATIONS/SAMPLES**

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

## **12. DELIVERY**

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

## **13. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
  - 13.1.1 Manufacturer's warranties and/or guarantees.
  - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/ hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
  - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
  - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/ hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-

complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

#### **14. ACCEPTANCE OF MATERIAL**

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

#### **15. BID EVALUATION AND AWARD**

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

#### **16. INDEMNIFICATION**

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **17. TERMS OF PAYMENT**

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **18. LAWS**

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.